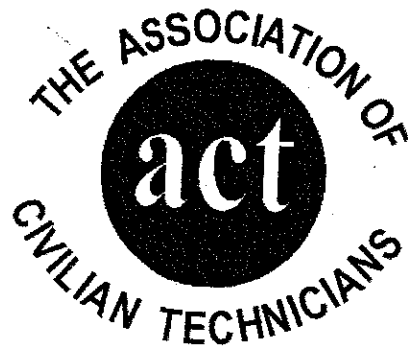


LABOR AND MANAGEMENT AGREEMENT



BETWEEN



Volunteer Chapter # 103

AND

**Tennessee Army National Guard
Technicians**

1 June 2006

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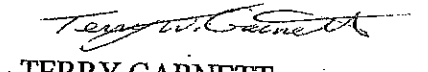
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 1st DAY OF JUNE 2006:

FOR THE EMPLOYER


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COL, TNARNG
CHIEF NEGOTIATOR



JOSEPH C. THOMAS
CIV, MEMBER,
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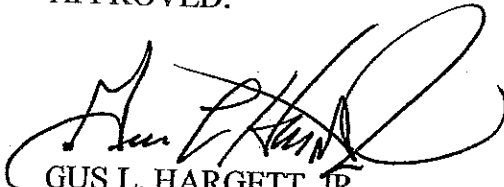

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.....
APPROVED:


GUS L. HARGETT, JR.
MAJOR GENERAL
THE ADJUTANT GENERAL

Preamble and Labor Organization Designation

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, the following Articles of this Basic Agreement, together with any and all Supplemental Agreements and/ or Amendments which may be agreed to at later dates, constitute a total agreement by and between Tennessee Army National Guard, hereinafter referred to as the Agency, and the Association of Civilian Technicians, Volunteer Chapter #103, hereinafter referred to as the Labor Organization for the Technicians in the bargaining unit described below, hereinafter referred to as the Technicians. This Agreement constitutes the entire agreement between the parties hereunder and may only be modified or amended by a written instrument executed by both parties. The parties agree to be bound by the terms and conditions. The Agency recognizes the Labor Organization is the exclusive representative of all Technicians in the bargaining unit described below. The bargaining unit to which this agreement is applicable is composed of all non-supervisory Wage Grade and General Schedule Technicians of the Tennessee Army National Guard, excluding Technicians of the Army National Guard Flight Facility, managers, supervisors, professional Technicians and Technicians described in 5 USC 7112(b)(1)(2), (3), (4), (5), (6) and (7).

WHEREAS the Congress finds that --

1. Experience in both private and public employment indicates that the statutory protection of the right of Technicians to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them--

- (a) Safeguards the public interest,
- (b) Contributes to the effective conduct of public business, and
- (c) Facilitates and encourages the amicable settlements of disputes between Technicians and their Agency's involving conditions of employment; and

2. The public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government. It is the purpose of this Agreement to prescribe certain rights and obligations of the Technicians of the Federal Government and to establish procedures, which are designed to meet the special requirements and needs of the Government.

ARTICLE 1

Definitions

The following definition of terms used in this Agreement shall apply:

Section 1-1. Collective Bargaining: Means the performance of mutual obligation of the representative of an agency and the exclusive representative of Technicians in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such Technicians and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Section 1-2. Impasse: Means the inability of representatives of the Agency and the Labor Organization to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Section 1-3. Negotiability Dispute: Means a disagreement between the Parties as to the negotiability of an item or subject proposed to be negotiated by either Party.

Section 1-4. Amendments: Means modification(s) of the Basic Agreement to add, delete, or change portions, sections, or Articles of the Agreement.

Section 1-5. Supplements: Means additional Articles, negotiated during the term of the Basic Agreement, to cover matters not adequately addressed by the Basic Agreement.

Section 1-6. Labor Organization Official and/or Labor Organization Representative: Any accredited National Representative of the Labor Organization, National Officers or staff of the National Office, Stewards and the duly elected or appointed officials of the Labor Organization.

Section 1-7. Authority: The Federal Labor Relations Authority established by PL 95-454 Title 7, of the Civil Service Reform Act of 1978.

Section 1-8. Grievance: Means any complaint --

- a. By any Employee(s) concerning any matter relating to the employment of the Employee(s);
- b. By any Labor Organization concerning any matter relating to the employment of any Employee(s);
- c. by any Employee(s), Labor Organization, or agency concerning--
 - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement;
 - or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 1-9. Military Employee: (Dual status and non-dual status) IAW Title 32, Section 709.

Herein will be referred to as Technicians.

ARTICLE 2

Management Rights And Responsibilities

Nothing contained in this agreement shall affect the authority of any management official of the Agency.

1. To determine the mission, budget, organization, number of Technicians, and internal security practices of the Agency's office; and
2. In accordance with applicable laws:
 - a. To hire, assign, direct, layoff, and retain Technicians, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Technicians;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations shall be conducted;
 - c. With respect to filling positions, to make selections for appointments from:
 - (1) Among properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source;
 - d. To take whatever actions may be necessary to carry out its mission during emergencies; and:
 - e. To determine the numbers, types, and grades of Technicians or positions as assigned to any organizational subdivision, work project, or tour of duty, or to determine the technology, methods, and means of performing work.

ARTICLE 3

Employee Rights And Responsibilities

Section 3-1. Employee Right to Representation (Investigations):

Technicians have the right to have a LO representative present at any examination by the Agency in connection with an investigation if:

- a. The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and,
- b. The Employee requests representation.

Section 3-2. Representation:

- a. Technicians will be informed of their right to representation in accordance with 5 USC, Chapter 71, Section 7114 (a)(3).
- b. Any discussions pursuant to Section 3, with Technicians by representatives of the Agency, will be conducted in a private room.

Section 3-3. Employee Labor Organization (LO):

- a. Each Employee shall have the right to form, join, or assist any LO, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under law, such right includes the right:

- (1) To act for the LO in the capacity of a representative,
- (2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by the LO.
- (3) To being represented by an attorney or other representative, of the Employee's own choosing in any grievance or appeal action; or exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated within this agreement.

(4) The Agency recognizes the right of Technicians to organize and express their views collectively or to refrain from such activity.

Section 3-4. Wearing of the Military Uniform:

In accordance with 32 USC 709 (b)(4) Technicians will "while performing duties as a military Employee (dual status), wear the uniform appropriate for the member's grade and component of the armed forces."

Section 3-5. Accountability:

1. Subject to applicable law, rule and regulation, Technicians shall have this right to direct and/or fully pursue their private lives, personal welfare and personal beliefs. Without interference, coercion or discrimination by the Agency so long as such activities does not conflict with their job responsibilities.
2. When a "cause" involves off-duty misconduct, management must establish an adequate relationship between the grounds for the adverse action and the efficiency of the service (i.e., the Employee's ability to perform his/her duties; the agency's ability to fulfill its mission).

ARTICLE 4

Labor Organization Rights And Responsibilities

Section 4-1. Exclusive Recognition:

As long as this Labor Organization holds exclusive recognition, it is the exclusive representative of employee's collective bargaining in the Unit and is entitled to act for and to negotiate agreements covering all technicians in the bargaining unit. It is responsible for representing the interests of all technicians in the bargaining unit without discrimination and without regard to Labor Organization membership. The Labor Organization shall be given the opportunity to be represented at formal discussions between Management and technicians or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of one or more Technicians in the bargaining unit.

Section 4-2. Representation:

The LO shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more technicians or their representatives concerning any grievance or any personnel policies or practices or other general condition of employment:

(1) The LO will be given reasonable notification of a formal meeting. Normally, such notices will be no fewer than 24 hours prior to the scheduled meeting. This does not preclude a shorter notice if both parties are available and agree.

(2) At those meetings where the LO is represented, the attendance of the representative will be acknowledged by the Employer at the beginning of the meeting. The Employer will permit the LO representative to participate as appropriate in regards to the issue and agenda of the meeting.

b. The Labor Organization, in consonance with its right to represent, has a right to propose

new policy or changes to former policy, or resolutions to problems. It is agreed that representation shall occur at the lowest level at which a matter can be resolved, and that the initial point of contact shall be the lowest level Management Official and Labor Organization official having responsibility and authority to act. If the Parties at the initial contact feel resolution of a matter is outside their jurisdiction; the matter shall be referred immediately to the next higher level.

c. The Employer will recognize the duly elected Local officers and officials/representatives including, but not limited to, Stewards, in accordance with this Agreement.

d. The Employer will recognize representatives of the ACT National Organization. Advance notice will be furnished HRO prior to visiting bargaining unit installations.

Section 4-3. Changing Conditions of Employment:

The Employer will notify the LO in advance of implementing changes of conditions of employment. Before implementing any such changes, the Employer will afford the LO an opportunity to negotiate to the extent required by and in accordance with applicable law, and this Agreement.

Section 4-4. LO/ Management Meeting Procedure:

a. Joint LO Management meetings shall be held upon request by either party. Specific item(s) for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed. Summary minutes, reflecting items discussed and resolutions or actions, shall be furnished to the Labor Organization by the Agency.

b. Joint meetings will be conducted during regular duty hours, with Labor Organization officials authorized official time without loss of leave or pay.

c. Monthly meetings will be held between The Adjutant General and/or designee and the President of the Labor Organization and/or his designee, if either party request such meeting.

Section 4-5. Stewardship: The Labor Organization may designate from among its membership Stewards in the various organizations having Technicians in the Unit as follows:

- One Steward for each FMS
- Two Stewards for CSMS (Smyrna)
- Two Stewards for USP&FO
- One Steward for technicians assigned to positions in Houston Barracks
- One Steward for CSMS East
- One Steward for CSMS West
- One Steward for UTES
- One Steward for each organizational section of CSMS if applicable
- Additional Stewards maybe temporarily assigned based on representational requirements.

The Labor Organization shall notify the Agency, in writing, of the appointment of Stewards. The Steward or Local official may receive, investigate, prepare and present Employee complaints, grievances or appeals during duty hours when this activity is in accordance with the procedures of this Article and the Grievance Article. In the event of the replacement of a Steward, consideration of reasonable time will include time spent by his/her predecessor on the same matter. The Steward or Local official will request from his/her supervisor that he/she may leave the work area, indicating he/she has a representation matter to resolve. The Steward or Local official will also notify the immediate supervisor of the employee(s) to be contacted. Supervisors shall grant such requests unless such absence would cause an undue interruption to work, or jeopardize the operation of the employee's or Steward's section. During such granted absence, Stewards, Local officials and employee(s) will confine their activities to the conduct of that business for which approval of temporary absence was requested, and will return directly to their

workstations upon completion of business at hand. Stewards, Local officials and employee(s) will personally notify immediate supervisors upon their return to duty.

Section 4-6. Authorized Official Time:

- a. Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest of employing agency and the Labor Organization.
- b. The President of the Local, or designee shall be granted 15 minutes at each new employee orientation if BU technicians are present for the purpose of acquainting new (BU) technicians to the Labor Organization.
- c. Official time will be granted to steward(s) conferring with technicians and/or supervisors on grievances.
- d. Preparatory time for pre-negotiation, negotiation, appeal(s), grievances, complaints or scheduled meeting(s).
- e. Labor management meetings held with an agenda related to conditions of employment of the BU.
- f. Travel time to and from pre-arranged meetings with the Adjutant General or designee, official time in preparing, investigation and presenting complaints of bargaining unit representative IAW Vol II JTR.
- g. **For visiting, writing, and telephoning elected officials in support of desired legislation which would impact the working conditions of the technicians represented by the Association of Civilian Technicians.**
- h. Local Stewards shall be granted official time to acquaint new technicians to the Labor Organization at the work site.
- i. The Labor Organization is authorized official time to train officers and Shop Stewards. It is understood that this training will be of mutual concern to management and the technicians as a

representative of the Labor Organization. Approval will be granted except when there are work-related reasons required for mandatory coverage and/or mission of the functional area, which precludes such release. Ordinary workload will not preclude the release of Technicians under this section. The Labor Organization will request this leave by letter, including the reason for the request, for approval by the Human Resource Office (HRO), with a copy to each Labor Representative's supervisor.

Section 4-7. Responsibilities:

The Employer agrees to conduct an official duty time joint Management-Labor Organization training session regarding the administration of this Agreement. Such training must be primarily concerned with orienting and briefing Labor Organization and Management officials on the administration of this Agreement. Training will be conducted once mutually approved program of instructions (POI) has been developed.

Section 4-8. Wearing of the Military Uniform:

Labor Organization Representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include:

- a. While engaged in negotiations of any kind with agency representatives
- b. Labor/Management meetings with agency representatives
- c. Labor/Management seminars
- d. Bargaining Unit members will not be required to wear the military uniform while appearing as a grievant or as a witness at third party proceedings
- e. During new employee orientation sponsored by the HRO
- f. When representing the Labor Organization on committees, at hearings, or at third party proceedings

ARTICLE 5

Overtime/Compensatory Time

Section 5-1. General: Technicians under either the General Schedule or the Wage Schedule are not entitled to pay for overtime work. If Technicians are required to work more than eighty (80) hours in a pay period, they will be granted compensatory time off from their scheduled tour of duty equal to the amount of overtime worked.

Section 5-2. Distribution of Compensatory Time: Distribution of overtime will be made among Technicians of a particular skill in a fair and equitable manner. In no case will overtime be assigned an Employee as a reward or punishment.

Section 5-3. Performance of Compensatory Time: Management officials will determine the, number of hours compensatory time an Employee may be required to work during an administrative work week.

Section 5-4. Regular Compensatory Time: Regular or scheduled overtime is overtime that will be scheduled at least twenty-four 24 hours in advance, and notice is given to the Employee at least twenty-four (24) hours in advance. In unusual circumstances less advance notice may be required. Compensatory time of, on an hour for hour basis, will be given for regular scheduled or unscheduled overtime worked.

Section 5-5. Callback Compensatory Time: Callback compensatory time is overtime made necessary by sudden and unforeseen workloads. Compensatory time off will be given on an hour for hour basis, for all callback overtime in excess of two (2) hours. Any callback overtime of less than two (2) hours duration, performed by an Employee on a day when work was not scheduled for him/her or for which he/she is required to return to his/her place of employment, will be counted as at least two (2) hours duration.

Section 5-6. Overtime Pay: The Agency and the LO agree that should regulations or laws change to allow overtime pay for Technicians, payment will be made in accordance with authorizing regulations and renegotiations may be required.

Section 5-7. Holiday Pay: Holiday pay will be paid when a Employee is scheduled to work on a Federal holiday as authorized by law, rule and/or regulation.

Section 5-8. Use of Compensatory Time: Compensatory time must be taken within twenty-six (26) pay periods from the date in which it was earned. Compensatory time will be administered between the supervisor and the Employee in the same manner as annual leaves.

ARTICLE 6

Annual Leave

Section 6-1. Earning and Requesting Leave:

1. Technicians will earn annual leave in accordance with applicable laws and regulations.
2. Technicians will be allowed to schedule/use annual leave in the amount that will normally accrue during the current leave year. The Agency will make reasonable effort to honor the leave request of Technicians. The only basis for refusal of requested annual leave is mission related. Requests for annual leave shall be submitted to the supervisor for approval. Managers will attempt to accommodate the desires of the Employee consistent with agency requirements.
 - a. Consistent with the needs of the Agency, annual leave requested in advance will be approved. Requests and approval or disapproval will be documented on an Application for Leave (SF-71). When unscheduled annual leave is necessary, Technicians will notify their supervisor as soon as possible. But no later than the beginning of the Employee's normal tour of duty. If the supervisor/designee is unavailable, the Employee will notify the second-level supervisor or leave a telephone number where the Employee can be reached. In situations where the Employee finds it impossible to contact the supervisor a two (2) hour grace period is in effect where by no disciplinary action may be considered unless circumstances warrant. Notification that does not meet the two (2) hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.
 - b. Where the Agency's workload does not permit approval of annual leave, the Agency will make a reasonable effort to schedule the leave at another time desired by the Employee.
 - c. If Technicians cannot resolve leave scheduling conflicts among themselves, the conflict will be decided by granting leave to the Employee having requested leave on an SF-71 on the earliest date. When annual leave is requested simultaneously, the Employee with the earliest

service computation date used for leave will be given priority consideration. This consideration shall not be construed to allow the most senior Employee to have the same period more than two (2) years in succession. The Agency will also consider the qualifications of Technicians to accomplish the workload when making this determination.

d. Special consideration will be made by the Agency for requests for:

- (1) religious holidays,
- (2) dependent care, and
- (3) personal emergencies outside the Employee's control.

Section 6-2. Extended Annual Leave:

Requests for annual leave for at least two (2) consecutive weeks will be granted IAW Section I of this Article provided it will not cause a workload problem and the Employee has or will accrue sufficient leave.

Section 6-3. Employee Responsibilities for Leave Balance:

1. It is the Employee's responsibility to request sufficient annual leave to avoid forfeiture at the end of the leave year.
2. To monitor individual leave balance to ensure adequate availability of annual leave for scheduling purposes.

ARTICLE 7

Sick Leave

Section 7-1. Earning Leave:

Technicians will earn sick leave in accordance with applicable laws and regulations. Sick leave is an Employee benefit to be used by the Employee in accordance with the specific procedures of this Article for absences required by illness, injury, or medical appointments under applicable laws and/or regulations.

Section 7-2. Requesting Leave:

1. When an Employee knows in advance that sick leave will be required for a reason set forth in the above, the Employee will request sick leave at the time the necessity for the leave is determined.
2. When the need for sick leave is unanticipated, and sickness or injury prevents the Employee from reporting to work, the Employee will notify the supervisor as soon as possible but no later than the beginning of normal duty hours. Notification must be made no later than the beginning of the Employee's normal tour of duty. If the supervisor or their designee is unavailable, the Employee will leave a telephone number where they can be reached. If the degree of the Employee's illness or injury prohibits compliance with the notification requirements provided above, the Employee shall provide such notification as soon as possible.
3. The notification provided for above shall include the reasons for the absence and the expected duration of the absence. When it appears that an absence will extend beyond the original date of anticipated return to duty, the Employee shall promptly notify the Agency in writing of the new anticipated date of return. The Agency may require periodic telephone calls updating the condition of the Employee.

Section 7-3. Medical Documentation:

1. For each absence in excess of three (3) workdays, the Agency may also require a medical certificate, or other administratively acceptable evidence, as to the reason for the absence.

a. When the Agency has reasonable grounds to suspect the Employee of sick leave abuse, or if the Employee is on sick leave restriction, a medical certificate may be required for any absence due to illness.

b. Medical documentation must be submitted to the Agency within ten (10) work days from the Employee's return to duty.

c. "Medical certificate" means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, including the nature of the condition, examination or treatment, and to the period of disability while receiving professional treatment.

2. If it appears that an Employee is abusing sick leave, the Employee may be notified in writing that, for a stated period not to exceed twelve (12) months, all future requests for sick leave must be supported by a medical certificate or other administratively acceptable evidence certifying the incapacitation from duty and the duration of the incapacitation prior to sick leave being approved. Technicians already on restriction and not evidencing substantial improvement may be subject to leave restriction beyond twelve (12) months or other action.

Section 7-4. Changing Leave:

An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, or leave without pay when requested by the Employee and approved by the Agency. However, substitution of annual leave, or leave without pay for earned sick leave previously granted and charged is not permitted.

ARTICLE 8

Advanced Sick Leave

Section 8-1. Sick Leave:

1. When a Employee's sick leave balance has been exhausted, the Agency may approve requests for advanced sick leave when the following requirements are met:

- a. Leave is properly applied for in accordance with Article 7.
- b. The application is supported by a medical certificate as defined in Article 7.
- c. Repayment can reasonably be expected through leave accruals.

2. As a maximum, a permanent Employee may be advanced up to 240 hours of sick leave.

Technicians holding limited appointments that end on a specified date (i.e., temporary, and term appointments) may be advanced the amount of sick leave that will accrue during the complete pay periods in the current month.

Section 8-2. Approval/Denial of Leave: Requests for advanced sick leave must be recommended for approval by the first line Supervisor and approved by the Human Resource Office.

ARTICLE 9

Administrative Leave

Section 9-1. Approving Authority:

Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to other types of leave.

Section 9-2. Weather/Emergency Situations:

For inclement weather or other emergency situations:

- a. When the Agency determines that it is necessary to close the duty station due to hazardous weather or emergency conditions, during which it is not feasible to temporarily relocate Technicians, Technicians on duty will be released on administrative leave. However, it may be necessary to require certain Technicians to remain on duty to maintain critical functions.
- b. If hazardous or inclement weather or other emergency situation warrants early dismissal, Technicians will be charged leave for the remainder of the workday if they wish to leave before the actual early dismissal time. Those on approved leave for the entire day will be charged leave for the entire day.
- c. When the Agency closes a duty station under Section 2(a) above, the Agency will make a reasonable effort to inform Technicians through the public media or other internal notification procedures.
- d. If severe weather conditions or an emergency condition exists which prevents Technicians from getting to work and the duty station is not closed, the Agency will adopt a liberal leave policy including advanced annual leave or leave without pay.

ARTICLE 10

Family Leave

Section 10-1. Family and Medical Leave Act (FMLA):

1. Leave Entitlement:

a. Upon request, an eligible Employee is entitled to a total of twelve (12) work weeks or sixty (60) workdays leave without pay during any 12-month period for the birth of a child, care of a newborn within one (1) year after birth, adoption, or foster care of a child within one (1) year after placement, or care of a spouse, son, daughter, parent, or legal ward who has a serious health condition.

b. Consistent with applicable laws, regulations, and this Agreement, an Employee may elect to substitute paid time off, including annual leave, sick leave, compensatory time, or credit hours for any or all leave without pay to which the Employee is entitled under the Family and Medical Leave Act.

c. In addition to the leave without pay entitlement, an eligible Employee may request other types of leave for which the Employee meets legal and regulatory requirements. Such leave might include additional leave without pay, annual leave, sick leave, advanced annual or sick leave, earned compensatory time or credit hours, and leave made available under the Voluntary Leave Transfer Program.

2. Requests and Approvals:

a. When the need for leave is foreseeable, an Employee shall request leave under the provisions of this Article at least thirty (30) days in advance to allow the supervisor time to prepare for any staffing adjustments necessary to compensate for the Employee's anticipated absence. However, the parties recognize that due to the unpredictable nature of these situations, adjustments in the requested leave may be necessary.

b. No arbitrary date requiring a pregnant Employee to cease work or to prevent her from returning to work after childbirth will be established. Decisions in such cases will be made by the Agency, in accordance with applicable policies and regulations, IAW FMLA after considering the Employee's request and any required medical certification.

c. Requests for time off beyond twelve (12) weeks will be considered on an individual basis, and may be approved in accordance with applicable policies, regulations, and this Agreement. The Agency shall make a reasonable effort to approve such requests consistent with budgetary considerations, workload, and staffing requirements.

3. Medical Certification

a. The Agency may require administratively acceptable medical certification, at the Employee's expense, when an Employee requests leave for medical reasons, including treatment and convalescence related to childbirth, and care for a spouse, son, daughter, parent, or legal ward with a serious health condition.

b. The Agency may also require administratively acceptable medical certification, at the Employee's expense, when an Employee requests special consideration such as reassignment or other reasonable accommodation and there is a question as to the medical need for such accommodation.

c. The Agency may require, at the Agency's expense and by a health care provider designated or approved by the Agency, a second medical opinion to the validity of the certification provided by the Employee. If the second opinion differs from the original certification, the Agency may require, at the Agency's expense, certification from a third health care provider selected jointly by the Agency and Employee.

4. Protection of Employment and Benefits Upon Return to Duty

a. An eligible Employee who takes family leave shall be entitled to return to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of

employment, unless termination of employment is otherwise required by reduction-in-force, for cause, or for similar reasons unrelated to the use of family leave.

b. An Employee who has given birth and does not plan to return to work shall submit her resignation at the expiration of her period of incapacitation.

Section 10-2. Family Friendly Leave Act (FFLA):

1. Leave Entitlement:

Upon request, an Employee is entitled to use sick leave to care for a family member having a physical or mental illness, injury, pregnancy, childbirth, or medical, psychiatric, dental or optical examination or treatment, or for purposes relating to the death of a family member, including making arrangements for or attending the funeral.

2. Requests and Approvals:

a. The Employee will request the sick leave on Form SF-71, Application for Leave.

The remarks area will be annotated, "Family Member." Request and approval procedures contained in the Sick Leave article will be followed.

b. Sick leave used for this purpose will be coded on Employee's time sheet.

c. The first-line supervisor has the authority to approve sick leave requests.

3. Limitations:

Full-time leave earning Technicians are eligible to use up to forty (40) hours of earned sick leave to provide care. An additional sixty-four (64) hours of earned sick leave may be used each leave year, but only to the extent that these additional hours do not cause the Employee's sick leave balance to fall below (80) hours.

4. Family Member

Under the FFLA, a family member is defined as a spouse and spouse's parents; children, including adopted children, children's spouses; parents, brothers, sisters and their spouses; or any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

ARTICLE 11

Other Leave Provisions

Section 11-1. Military Leave:

1. Any full-time permanent employee who is a member of the National Guard or other reserve unit of the Armed Forces shall be entitled to accrue 120 hours of regular military leave in a fiscal year for active duty or active duty for training. Part time employees accrue leave IAW 5USC 6323(a)(2).
2. Approval of the military leave provided in the foregoing shall be based on the copy of the orders directing the Employee to active duty and a copy of the certification of completion of such duty.

Section 11-2. Court Leave:

1. IAW with applicable laws or regulations the Employee is entitled to court leave to the extent necessary to serve on a jury or to participate in judicial proceedings in a nonofficial capacity as a witness on behalf of a local, state or federal government. Court leave will be granted from the report date stated in the summons through the date discharged from court; court leave will not be granted when the Employee is excused from jury duty for a day or a substantial part of a day. In such cases, the Employee must request annual leave, credit hours, or leave without pay if the Employee fails to return to duty or AWOL may be charged.
2. The Employee must notify the Agency at least two (2) weeks in advance or upon receipt of the summons from the court. Court leave must be requested on an Application for Leave (Form SF-71) with a copy of the jury duty or court summons submitted with the request. Upon return to duty, the Employee must present to the Agency a jury duty certificate signed by an officer of the court, if the court leave was granted for jury duty.

Section 11-3. Holiday Leave:

The Agency will authorize designated Federal Holidays for the purposes of pay and leave in accordance with applicable statute or Executive Order.

Section 11-4. Blood Donation:

Technicians are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel time to and from the donation site. The maximum excused time will not exceed 4 hours on date of blood donation. When the Employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be requested from HRO.

Section 11-5. Examinations:

Technicians who have job-related required examinations or re-examinations, either physical or mental, will be the time necessary to accomplish the examination without charge to leave.

Section 11-6. Voting:

Technicians may be excused by the Agency for a reasonable time when practical to do so without seriously affecting operations to register or vote in any election or referendum without charge to leave. A Employee may be excused from duty so as to permit him to arrive at work three (3) hours after the polls open or to permit him to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off.

ARTICLE 12

Dues Withholding Agreement

Section 12-1. Withholding Form: The SF 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

Section 12-2. Processing: The completed SF 1187 will be sent to the Customer Service Representative (CSR) by the Labor Organization.

a. The SF 1187 will be completed and certified as to the amount of withholding (.007 of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The SF 1187 may be submitted at any time. The effective date for withholding will start the first pay period beginning after the submission of the form to the Customer Service Representative. Adjustments to dues allotments will occur within two (2) pay periods from the date the members rate of base pay changes.

c. An allotment shall be terminated by submission of an SF 1188 when the Employee leaves the bargaining unit as a result of any type of separation, transfer or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the Employee has been suspended from the Labor Organization.

(1) When a Employee is temporarily promoted or detailed to a position outside the bargaining unit, management agrees to notify the individual of the Employee's responsibility for submitting a new SF 1187 in order for the Employee to have dues withholding reinstated upon return to the bargaining unit.

(2) The Labor Organization agrees to provide the HRO with SF 1187s to be used for this purpose.

(3) It is the individual's responsibility to maintain dues allotment, if the Employee so desires, in order to protect Labor Organization associated insurance, or other Labor Organization benefits.

Section 12-3. Dues List: A list will be provided to the Labor Organization, of those persons from whom a payroll deduction was made. The listing will contain the names of the Technicians within the bargaining unit having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one (1) copy of the listing will be forwarded to the mailing address as designated in writing by the Labor Organization.

Section 12-4. Dues Revocation: The Agency agrees to provide the Labor Organization with copies of the SF 1188 for use in revoking dues allotments. These forms will also be available from the CSR at USPFO to those individuals wishing to revoke their dues withholding.

- a. The individual will submit the completed SF 1188 to the Customer Service Representative.
- b. The Customer Service Representative shall date and initial all copies of the SF 1188 upon receipt from individual. The Customer Service Representative shall forward the second copy of the SF 1188 to the Labor Organization within three (3) working days after receipt of the signed form from the Employee.
- c. The request (SF 1188) for dues revocation may be submitted to the CSR on any date prior to August 15. Revocation will be effective the first full pay period in September.
- d. New members shall have the option of dues revocation on the first annual anniversary date after the Employee's election to participate. The dues revocation form must be submitted to the Customer Service Representative not later than the last working day in the month preceding the Employee's anniversary date. The effective date of revocation will be the first full pay period after the anniversary date. After the first anniversary date, revocation may only be made in accordance with section 4(c) above.

Section 12-5. Annual Notification: It is agreed that, at least once a year, NLT 30 July, Article 12 will be published by the HRO.

ARTICLE 13

Contracting Out of Work

Section 13-1 . Policy: It shall be the policy of the Agency to openly and fully discuss with the Labor Organization any review of a function for contracting out or consideration of contracting out of a new or revised function. The Agency agrees to take all reasonable actions to minimize the impact on Technicians when a function is contracted out. Affected Technicians will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career Technicians shall be achieved by considering attrition patterns and restricting new hires.

Section 13-2. Impact and Implementation (I&I) Bargaining: When the Agency determines that certain services/activities are to be accomplished by contracting out to outside agencies; the Labor Organization will be provided the opportunity to participate in I&I bargaining. When a bargaining unit position becomes vacant and to be filled by other than a bargaining unit position, the Labor Organization will be provided the opportunity to participate in I&I bargaining.

Section 13-3. This policy will not preclude management from conducting contracting out functions that do not result in elimination of positions or impact the condition of employment of on-board Employee.

ARTICLE 14

Equal Employment Opportunity

Any Employee who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or handicap may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area of the occurrence.

ARTICLE 15

MERIT PROMOTION

Section 1. Purpose: To provide upward mobility for technicians by giving full consideration to the on-board technician force. To provide procedures that will insure that each technician receives full consideration for all vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

Section 2. Objectives:

- (a) This article will be used for filling vacancies that management elects to fill in the excepted, competitive, dual status and non-dual status services of the Tennessee Army National Guard and will be used for all promotions.
- (b) To present for management's consideration qualified applicants.
- (c) To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- (d) To insure maximum utilization of technicians.
- (e) To provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities.
- (f) To provide for upward mobility positions identified in the Upward Mobility Program.

Section 3. Definitions:

- (a) Promotion: is the movement of a technician, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.
- (b) Internal Placement: Changing of a technician from one position to another through the competitive process, but with limitations to those technicians

currently employed by the unit at the time of the advertisement of the position.

(c) Rating Panel: The employer's representatives that rate all applications in accordance with the criteria established by this article for the purpose of reducing the list of qualified applicants to seven (7).

(d) Selecting Official: Individual who will make the recommendation.

Section 4. Technician Responsibilities: Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

Section 5. Indefinite Positions: An indefinite appointment will normally be announced and filled using the procedures within this article.

Section 6. Vacancy Announcement: As a minimum, the vacancy announcement will contain the following information:

- a Title, series, grade, and salary range of the position.
- b Type of appointment – competitive / excepted / dual status / non-dual status
- c Military requirements – compatibility and grade if applicable.
- d Summary of duties and specialized experience requirements.
- e Organization and geographical location of the position.
- f Information regarding known promotional potential, if any.
- g Opening and closing dated and how to apply.
- h Equal employment opportunity statement.
- i The knowledge, skills, and abilities factors by which applicants will be rated for the position.
- j Whether or not developmental.
- k Area of consideration

- l Selection Placement Factors: Any special job requirements, i.e., drivers license.
- m Security clearance.
- n A notification of requirement of a copy of DA Form 2-1, MIL 0183, RIP or any other documentation that verifies military experience and educations

Section 7. Vacancy Posting: A vacancy announcement will be posted a minimum of fifteen (15) calendar days on all official bulletin boards. A copy will be provided to the LO. A vacancy announcement may have a shorter open period, for unusual circumstances, after consultation with the LO.

Section 8. Area of Consideration: The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence;

- (a) Area One: all permanently employed technicians in the Tennessee Army National Guard.
- (b) Area two: all qualified members of the Tennessee Army National Guard.
- (c) Area three: those eligible for membership in the Tennessee Army National Guard.

NOTE: Although positions may be advertised to area 1 and 2 simultaneously the intent of this section 9, is that permanently employed technicians will receive first consideration for internal placement or merit promotions.

Section 9. Application Procedures: The application is the document by which an individual's qualifications for the position is determined. Complete and accurate data is essential to ensure fair evaluation of candidates. **APPLICANTS MUST ADDRESS THE BASIC ELIGIBILITY FACTORS, WHICH INCLUDE GENERAL AND SPECIALIZED EXPERIENCE, AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT.** Applications will be submitted as follows:

- (a) The applicants may apply using SF 171, OF 612, TNHR 58, or any resume format that provides the basic information that addresses the minimum qualification.
- (b) Technicians scheduled for TDY may notify their supervisors of their interest in upcoming vacancy announcements and request job vacancy announcements be forwarded to them.
- (c) Applications will be mailed or hand delivered to the HRO Nashville, TN no later than the closing dated specified on the vacancy announcement. They must be received in the HRO by COB on closing date. Government postage will not be utilized to mail application(s).
- (d) Applications will be date stamped by the HRO to ascertain receipt date.

Section 10. Time Limits: The selection process will be concluded normally within forty-five (45) calendar days after the vacancy announcement closing date. The closing date may be extended as the need arises with notification of the delay to the LO.

Section 11. Establishment of KSA Factors: The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by the HRO prior to the advertisement of the position. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

Section 12. Processing Application:

- (a) HRO will consider only applications received IAW section 10(c) above. HRO will evaluate each application to determine applicant meets basic qualifications of the advertised position. KSA's will be used in the rating and ranking process and not to determine basic qualifications.
- (b) Applications and selection certificate will be forwarded to the selection official (SO) if there are seven (7) or fewer qualified bargaining unit applicants.

- (c) If there are more than seven (7) qualified (BU) applicants, HRO will appoint a rating panel, IAW this agreement and TPR 300-335, to determine the seven (7) best qualified candidates. HRO will provide the selecting official with the top seven (7) applicants.
- (d) Multiple job vacancies: number of applicants forwarded to SO will be seven (7) times vacancies announced. Example – Announcement is to fill two (2) positions; the number of applicants will be $2 \times 7 = 14$ applications forward to the selecting official. This also applies to positions that require rating and ranking.
- (e) By mutual agreement the LO and HRO may elect to waive the requirement of a rating panel on a case-by-case basis.

Section 13. Rating Panel: Rating panels are established for the purpose of rating / ranking candidates for the position to be filled, when required.

- (a) The rating panel will consist of not fewer than two (2), but preferably three (3) members. Members should be of a grade equal to or higher than the position bid. Rating panel members will be appointed by HRO.
- (b) To avoid the appearance of a conflict of interest, the SO, or candidate will not serve as a member of a panel convened for the purpose of rating / ranking candidates for vacancies.
- (d) Rating panel results may be reviewed by the LO upon request.

Section 14. Evaluating and Ranking Applicants:

- (a) If a panel is required, reference section 13(b), all candidates applications meeting basic eligibility for promotion or internal placement from within the areas of consideration will be presented for evaluation by the rating panel.
- (b) A point system will be utilized to establish the grouping of candidates. Items to receive ratings are as follows:
 - (1) KSA ratings (all factors):

- (a) "A" level experience: Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
- (b) "B" level experience: Candidate possesses type and quality of experience that exceeds that basic requirement of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time (i.e., three to six months).
- (c) "C" level experience: Candidate satisfies the basic requirement of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training/orientation may be required to enable the candidate to satisfactorily perform the duties of the position.

(2) Awards: Credit is awarded for pertinent honorary and monetary awards and outstanding/fully acceptable performance ratings. The HRO will analyze the applicants awards record and document qualifying awards on NGB Form 300-4. The recency of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three (3) years old will not be considered. A maximum of six (6) points may be credited for this

factor. Points are assigned as follows:

	1 st Appraisal	2 nd Appraisal	3 rd Appraisal
Outstanding Performance Rating	3	2	1
Fully Acceptable	1	0	0
Suggestion Award	1	0	0

(3) Training and education: A maximum of three (3) points will be awarded for this factor.

This refers to training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process, which is relevant to the position being filled.

1.0 - High school diploma or equivalent

1.1 – 2.9 College (no degree) or Vo-Tech

3.0 - College degree

Overall Rating: The overall rating for each category (KSA, awards, education) will be combined and the total score for all categories will be recorded on NGB Form 300-4, Service Computation Date will be the first tie-breaker and Technician Service Date second tie-breaker.

Section 15. Referral of Candidates: Following the evaluation of candidates, the HRO will refer the seven (7) better qualified candidates to the selecting official. Applications and supporting documents submitted by those candidates will also be forwarded to the selecting official.

Section 16. Selecting Official Actions: Selecting officials have the right to select or not select any of the candidates referred to them. However, at the direction of the agency, he/she must select only from the well qualified group. The selecting official will:

- (a) Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted. When one of the referred technicians is interviewed, every effort should be made to interview all those on the certificate.

(b) After interviewing the candidates, make the selection, or provide written definitive justification to the HRO for the non-selection, or provide written definitive justification to the HRO for the non-selection of each candidate on the promotion certificate.

(1) For the purpose of this section, "definitive" means: a reason for non-selection which provides a non-selected area 1 applicant with information as to an area or areas where the applicant needs to improve.

(2) Once justification has been accepted by the HRO, the remaining basically eligible area 1 candidates will be submitted to the selecting official.

(3) The selecting official will then complete the action in paragraph (a) for those candidates.

(4) After interviewing, should the selecting official conclude that none of the remaining candidates are to be selected, he will complete the requirements of this paragraph prior to requesting, in writing, any certificate from any other source.

(c) Sign and return the certificate to the HRO.

(d) Insure technicians hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.

(e) If for some administrative reason the selection process cannot be completed, the selection package will be returned to the HRO.

Section 17. Supervisor / HRO:

(a) The supervisor will notify the individuals on the certificate (NGB Form 300-6) of the selection.

(b) HRO will notify candidates that was not placed on the referral certificate.

- (c) HRO/Supervisor will arrange a release date of selectee.
- (d) Reference 17(e) above: The HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).
- (e) When the selecting official non-selects the entire promotion certificate, the supervisor will ensure the justification is provided to HRO.

Section 18. Release of Selectee: After selection for promotion/placement, technicians must be released promptly from their present position. Release will normally be within two (2) weeks after the selection, either on the 1st day of the next pay period, or the fill date as specified on the vacancy announcement.

Section 19. Records Required: Sufficient records are required to allow reconstruction of the placement action to provide for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this article.

(a) The following records are to be maintained in the HRO:

- (1) Copy of the vacancy announcement.
- (2) Copy of NGB Form 300 and NGB Form 300-6.
- (3) Copy of all applications and attached documents.
- (4) Forms used in the evaluation and rating process.

(b) Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

Section 20. Grievances:

- (a) A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedure agreed to in this contract. A

grievance will not be considered when it is based solely on non-selection.

- (b) The employer upon request, will allow the Labor Organization access to the promotional material utilized in assessing the qualifications of the eligible candidates in an alleged or formal grievance action. Confidentially of promotion material will be maintained by the Labor Organization.

Section 21. Comprehensiveness: This article is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur. There may be unusual cases presented. In this event, the Labor Organization and LRS will review these situations.

Section 22. Inquiries: Should a non-selected technician wish to know the reason(s) for non-qualification, they may request an administrative review of their rating with an HRO representative. HRO will address areas where improvement can be made to enhance the individual's promotion potential. The intent herein is to provide the technician an awareness of potential weakness. This will not preclude a technician from filing a grievance under provisions of this contract.

ARTICLE 16

Reduction In Force

16-1. General:

The Adjutant General is responsible for implementing a reduction in force.

16-2. Appropriate Arrangements:

Procedures relating to reduction in force will be governed by Public Law 95-454, TPR 351 dated 22 NOV 1993, and this article. The Adjutant General in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for the bargaining unit personnel adversely effected by implementation of this article.

16-3. Definitions:

1. **Reduction-in-Force (RIF)**: A RIF occurs when a Employee is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another Employee, due to lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights, requires the agency to release the Employee.
2. **Competitive Areas**: The area within which Technicians compete for retention and receive placement offers. A competitive area may be defined in terms of organizations and/or geographical location. It may be restricted to the commuting area or one organization or expanded to cover the entire state. The area may include both the ARNG and ANG or be restricted to one service. The competitive area should be identified during advanced planning for RIF.

3. Competitive Levels:

a. A competitive level consists of all (DS) positions within a competitive area, which are in the same grade, same service (dual status or non-dual status (NDS)) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

b. Supervisory positions will not be placed in the same competitive level as bargaining unit Technicians.

c. Non-Technicians will not compete with bargaining unit Technicians for bargaining units positions.

4. Tenure Groups: Technicians are divided into three (3) tenure groups:

a. **Group I** -Technicians under permanent appointments that are not serving on probation or trial periods.

b. **Group II** -Technicians serving on probation or trial periods.

c. **Group III**- Technicians who have been given indefinite appointments in dual status.

5. Retention Registers:

a. A list of competing Technicians, within a competitive level in descending order.

b. Technicians are listed in descending order, within their competitive levels, starting with the Employee with the most points. They shall be classified on a retention register on the basis of their tenure of employment, length of service, performance appraisal score in descending order as follows.

(1) Tenure Group I, Group II, Group III

(2) Within each group, add the points obtained in below (1) and (2) for a RIF score:

(a) The average score of the last three (3) official performance appraisals:

Unsatisfactory equals zero points; Fully Satisfactory equals four (4) points; and Outstanding equals eight (8) points.

(b) One (1) point for each year of the Service Computation Date (SCD).

c. RIF actions would be performed on the lowest scores from this OML.

d. The tiebreaker will be the Employee with the earliest Technician Service Date.

e. (VERA) Voluntary Early Retirement Act / (VSIP) Voluntary Separation Incentive

Program (Buyout): Prior to issuing written notices, VERA/VSIP shall be sought among the bargaining unit within the competitive level to reduce the overall impact.

16-4. HRO Responsibilities:

1. When the Agency is notified of a Reduction in Force, it will immediately notify the LO to explain the need for a RIF. The parties will then negotiate the appropriate arrangements and accommodation procedures to be used.

2. If a general notice is issued, it will be issued as far in advance as possible. When a general notice is issued it will contain as a minimum:

a. The established agreed to competitive area.

b. The established date appraisals are to be/have been frozen. Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the Technicians standing in the current reduction in force.

c. The date personnel actions are frozen, i.e. reassignments, promotions, hiring, etc.

d. POC for program counseling.

e. Established date and times for appropriate separation briefings, etc.

3. Screen the manning document to determine if vacancies exist that may be used for placement action.

4. Develop a placement program to include utilization of agency vacancies and contact with other states, local federal activities, local government and private employers.

5. A separate written notice will be given to each affected Technicians, no later than 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. The following information, as applicable, is to be included when preparing a specific notice of reduction in force.

- a. Reason for the reduction.
- b. Specific action to take place (e.g., separation, furlough offer of change to lower grade, etc.).
- c. Title, grade, and salary of current position.
- d. Competitive area and competitive level designated.
- e. Service computation date, Employee service date, and retention rating.
- f. The position title, grade, salary, compatibility, and location of any position offer or the reason why no offer can be made. Also, include the military requirements.
- g. Reasons for any exceptions to retention order.
- h. Effective date of proposed RIF (other than 15 December through 3 January).
- i. Where the Employee may review retention registers and RIF regulations and the HRO personnel specialist to contact for information.
- j. Appeal rights, how to file them and any time limits imposed.
- k. A clear explanation of the technicians grade and/or pay retention entitlement.
- l. Severance pay eligibility.
- m. Placement information and eligibility for reemployment priority list.
- n. Discontinued service retirement eligibility.
- o. A request for the Employee to acknowledge receipt of the notice and to accept or decline any offer.

16-5. Placement Action:

1. The Agency will take positive action to assist technicians effected by RIF or transfer of function to be placed within the Tennessee National Guard.

2. Placement assistance will also include contacts with other states, local federal activities, local governmental private employers.
3. Reemployment Priority List. A reemployment priority list must be maintained for tenure groups I and II Technicians separated in a RIF. Upon receipt of a specific notice of separation, Technicians will be placed on this list, but only if they have not declined an offer that preserves a non-temporary, full-time position in their present grade or intervening grades, step, or equivalent salary. Technicians will remain on this list for two (2) years, unless they decline in writing, accept a full-time position, or decline the offer of a full-time position in the Federal Government.

16-6. Appeals:

1. A competing Employee may appeal to the Adjutant General when he/she has received a specific notice of reduction in force and he/she believes that the Agency incorrectly applied the provisions of this contract article, applicable laws, rules and regulations.
 - a. An appeal may be submitted upon receipt of a specific notice but no later than thirty (30) calendar days before the effective date of the action.
 - b. The appeal must be in writing and must include the following information: Name, SSN, Position title, series and grade, position description control number (PDCN), and the place of employment.
 - c. The appeal must clearly state the reason the Employee believes the action effecting him/her is inappropriate and must show that the Agency failed to comply with the RIF procedures outlined in this Article (e.g., insufficient notice, improper tenure grouping, and errors in service computation date).
2. Extension of Time Limit. The Adjutant General may extend the appeal time limit when the Employee indicates that he/she was not notified of a time limit and otherwise was not aware of it or that circumstances beyond his/her control prevented him/her from appealing within the time limit.

3. Decision on Appeal. The Adjutant General will issue a written decision and, where applicable, direct the HRO to take any necessary corrective action. A copy of the decision stating what corrective action will be taken is then forwarded to the Employee. The decision of the Adjutant General is final and there is no further right or appeal. A copy of the decision issued by the Adjutant General will be furnished to all interested parties.

4. Corrective Action. The decision of the Adjutant General may require the HRO to take corrective action as follows:

- a. Correct the retention register.
- b. Correct the Employee's specific notice.
- c. Restore the Employee to his/her former grade/pay level or one of like seniority, status and pay when the Employee was reduced or separated improperly.
- d. Reimburse the Employee for all pay lost as a result of any improper RIF action.

5. When a Employee's appeal uncovers an error that does not change the outcome of the RIF, the Adjutant General will correct the error without requiring restoration or recall of the Employee or Technicians' involved.

ARTICLE 17

Disciplinary And Adverse Actions

Section 17-1. General:

1. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. The parties agree that discipline and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal Service.
2. The parties recognize that there are two types of Employee actions that may be appropriate; i.e., informal action and formal action. Disciplinary action will be for the sole purpose of correcting offending Technicians and problem situations and maintaining discipline and morale among other Technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.
3. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

Section 17-2. Informal Action:

1. This type of action will consist of a counseling interview with the Employee by his/her supervisor. The Employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. The Employee will have a labor organization representative present if desired, and supervisors will advise the Technicians of this right prior to the interview.
2. Counseling/Warning interviews will be recorded in pencil (date/subject) on the NGB Form 904-1/Supervisors Brief. The counseling/warning may not be retained longer than three (3) months, unless related to a recurring problem.

3. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/Technicians concerned and individuals to whom the Employee has given written permission.
4. An appeal of an counseling/warning interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

Section 17-3. Formal Disciplinary Action:

1. Formal disciplinary action consist of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of a Employee.
2. Before disciplining a Employee, the supervisor will gather all available facts and discuss them with the Employee, informing the Employee of the reason for the investigation. After considering the Employee's response, the supervisor will then advise the Employee if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

a. An oral admonishment

(1) Is a disciplinary action that notifies a Employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the Employee to understand why the admonishment is necessary. The Employee may have a Labor Organization representative if so desired. The supervisor will advise the Employee of this right prior to the questioning and presentation of the admonishment.

(2) Oral admonishments will be recorded in pencil (date/subject) on the NGB 904-1/Supervisors Brief. The Admonishment may not be retained longer than six (6) months, unless related to a recurring problem.

(3) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/Technicians concerned and individuals to whom the Employee has given written permission.

b. Written reprimand will:

(1) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(2) The Employee may have a Labor Organization representative if so desired. The supervisor will advise the Employee of this right prior to the questioning and presentation of the letter of reprimand.

(3) Describe the offense in sufficient detail to enable the Employee to understand why the reprimand is necessary.

(4) Inform the Employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months.

c. An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

d. If adverse action is decided upon the procedure in Article 17-4 applies.

Section 17-4. Adverse Actions:

1. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or denial of within-grade increase of any Employee.

a. There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the Agency/Employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation.

b. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the Employee's ability to perform his duties, the agency's ability to fulfill its mission, etc.).

2. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decision.

The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:

a. Technicians will be given at least a thirty (30) day notice of proposed adverse action, signed by the individual proposing the action. The Employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

b. The Employee will be given a Notice of Original Decision, signed by the Reviewing Official that will state the specific action being taken. The Notice of Original Decision will be issued within twenty (20) days of employee's response or after the reply period has ended. Upon receipt of the decision the Employee has twenty (20) days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(1) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(2) If the Employee requests a hearing, the HRO will submit a written request to NGB for a list of examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General, within forty-five days of the close of hearing. The Adjutant General will consider the recommendation when making the final decision. The Adjutant General will issue his decision within fifteen (15) days of receiving the hearing examiners decision. The hearing examiners per diem and travel expenses will be paid by the Agency.

(3) An adverse action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709e(5) and (6).

(4) In the event of a disciplinary suspension or removal, the appellant will exhaust the review provisions provided for in TPR 752 before the suspension or removal is effectuated, and the Employee may, at management's discretion, remain in a pay status until a final determination is rendered. TPR 752 Section 2-6 states:

"The fact that an adverse action is being processed does not itself mean that the Employee should not be allowed to continue performing his/her normal duties. If, however, there is reason to keep the Employee away from his/her normal duties, management may detail the Employee to other duties or, if necessary, indefinitely suspend the Employee. NOTE: There must be some event that will bring an indefinite suspension to an end, and that event must be explained in the proposed adverse action notice. When management determines that the Employee's presence at the worksite may not be in the Government's best interest, the Employee may be placed in a non-duty pay status for all or part of the time it takes to process the action."

Section 17-5. Representation:

1. Prior to discussions that may lead to any of the above disciplinary or adverse actions, the supervisor will notify the Employee of the right to labor organization representation. If the

Employee accepts representation, no further questioning will take place until the representative is present. If the Employee chooses not to have representation that waiver must be in writing. The labor organization will be served a copy of this waiver.

2. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the Employee's representation can be present.
3. A technician has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with article Section 5a above and Article 3.

Section 17-6. Records:

1. All written documents/evidence which will be used by the supervisor/Agency, which alleges infractions, tardiness and the like, will not be used in proceedings against the Employee unless disclosed five (5) workdays prior to the appeals hearing.
2. No written entry will be made in an Employee's files concerning disciplinary matters without the knowledge of the Employee. The Employee will initial the entry. The Employee's initials acknowledge that the Employee KNOWS that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

ARTICLE 18

Federal Employee Compensation Act

Section 18-1. Technicians are entitled to benefits under Federal Employee Compensation Act (FECA) under Titles 5 and 18 of the USC.

Section 18-2. It is agreed that an Employee must submit a written notice of injury to his immediate supervisor immediately, but in no case not later than thirty (30) days after an on-the-job injury. An injured Employee will be required to file a written claim for disability compensation within three (3) years after the injury before he may be paid compensation.

Section 18-3. The time requirements of Section 2 may be waived provided there is a reasonable acceptable cause given.

Section 18-4. An Employee injured on the job will be placed on administrative leave for the remainder of the day on which the injury was sustained. If the Employee is unable to continue work because of an on-the-job injury, he/she or someone acting on his/her behalf must file a CA 1 within two (2) working days to be placed on administrative leave for up to forty-five (45) days if he/she has a traumatic disabling injury. He/she may elect to be placed on sick leave, annual leave or leave without pay while the claim is awaiting adjudication by Bureau of Technicians' Compensation, U.S. Department of Labor. If the determination is made the injury results in temporary total disability, the Employee may elect to take sick leave or annual leave, or both, to avoid possible interruption of income. If he/she does, and his/her claim for compensation is subsequently approved, he/she may arrange to buy back the leave used and have it reinstated to his/her account, and receives compensation from the Bureau of Technicians' Compensation in accordance with applicable regulation. The compensation to which he/she is entitled would pay a part of the buy-back cost and the Employee would have to pay the balance.

Section 18-5. Upon employment Technicians will be informed of their rights and benefits under the Federal Technicians Compensation Program.

Section 18-6. When an Employee suffers an industrial illness, or is injured in the performance of his/her duties, the Agency will provide counseling through his/her supervisor and the HRO with regard to the rights and benefits of the Employee under the Federal Technicians Compensation Program.

Section 18-7. An Employee's injury compensation file will be available for review by the Employee or his/her representative upon specific release by the Employee and subject to restrictions regarding the disclosure of medical information.

ARTICLE 19

GRIEVANCE PROCEDURES

SECTION 1. PURPOSE:

This article is intended to define a mutually accepted and agreed upon procedure for resolution of grievable issues presented by the technician, LO, and management. These procedures will clearly define the process to be used in reaching a swift and fair resolution. The terms and conditions of this Labor Management Agreement and this article do not apply to technicians or positions outside the bargaining unit.

SECTION 2. GENERAL:

Civilian Technicians within the bargaining unit are required to use this agreed to grievance procedure as the sole means of resolving all complaints covered by this article. The technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the technician chooses not to have representation, that waiver must be in writing. The Labor Organization will be served a copy of this waiver. However, the Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to ensure that the adjustments of the grievance are not inconsistent with the terms of this agreement. A grievance will be formally presented normally not later than forty-five (45) working days after the incident took place or the individual becomes aware of the events that constitute the grievance, whichever is later. Either party may seek interpretation of the meaning or intent of the agreement from representatives of the negotiating teams.

SECTION 3. DEFINITIONS:

A grievance is:

- a. Any complaint by which any technician, concerning any matter relating to the employment of the technician.

b. Any complaint by the labor organization, concerning any matter relating to the employment of any technician.

c. Any complaint by any technician, the labor organization, or agency concerning:

(1) The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

SECTION 4. REPRESENTATION:

The labor organization is assured the right to represent itself and/or each and any technician in the bargaining unit in the presentation and processing of any grievance.

SECTION 5. EXCLUSIONS:

The negotiated grievance procedure contained in this article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this grievance and arbitration procedure:

a. Any claimed violation of subchapter 111 of chapter 73 of Title 5 U. S. C. relating to prohibited

political activities (Hatch Act Violations).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Paragraph 7532 of Title 5 U. S. C. (National Security)

d. Any examination, certification, or appointment; or

e. The classification of any position which does not result in the reduction in grade or pay of a technician.

f. The provisions of 32 U. S. C. 709(f) are expressly excluded from the grievance and arbitration procedure.

- g. Non-selection for appointment or promotion from among properly ranked and certified candidates for promotion.
- h. An EEO compliant.
- i. Re-employment rights, examination hearings, restoration after military service, position classification, position requirements and military related matters.

SECTION 6. EXCLUSIVE PROCEDURE:

The employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization the technician(s) in the bargaining unit for processing of any grievance.

SECTION 7. TECHNICIAN RIGHTS:

All technicians have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of technician(s) or labor organization grievances. In exercising this right, the technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

SECTION 8. GRIEVANCE FILE:

A grievance file will be maintained by the HRO.

SECTION 9. PRESENTING A GRIEVANCE:

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. The labor organization has the right, on its own behalf or on the behalf of the bargaining unit technician(s), to present and process grievances.
- c. If a technician or group of technicians elect to present a grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions

of this Agreement. In this instance, the appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be a chapter officer.

SECTION 10. OFFICIAL TIME:

A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the technician to discuss, informally, with his/her first line supervisor and/or their labor organization representative, any dissatisfaction the technician may have.
- b. To a labor organization representative to discuss informally or formally with the appropriate management official any complaint the labor organization may have concerning matters under this agreement.
- c. To the technician and the designated labor organization representative for preparing and presenting the grievance at all levels.

SECTION 11. TECHNICIAN GRIEVANCE:

a. It is agreed that setting of problems may be accomplished verbally before becoming formal. At this informal stage, the technician and the representative should meet with the supervisor / manager concerned and attempt to resolve the issue(s) that caused the grievance. This step is encouraged by both the employer and the Labor Organization.

- b. If a settlement cannot verbally be agreed to, the formal procedure will be utilized:

SECTION 12. FORMAL GRIEVANCE:

The grievant will in this step reduce his/her grievance to writing, utilizing the agreed to form within fifteen (15) calendar days from the termination of the informal process. The written grievance will include a detailed statement of the problem, a clear statement of the remedial action or relief sought, and the signature of the technician and his/her designated Labor Organization representative if he/she so chooses one. The Position Management Officer (PMO)

will provide a determination of settlement, in writing, to the individual and the Labor Organization within fifteen (15) calendar days.

If the Grievant is dissatisfied with the settlement offered at step one, an appeal may be made to the Adjutant General within fifteen (15) calendar days. TAG will render a decision in writing within fifteen (15) calendar days to the Grievant and the Labor Organization.

SECTION 13. LABOR ORGANIZATION GRIEVANCE:

a. Labor Organization initiated grievances will name the PMO as respondent. The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

b. The following procedures will be utilized for all Labor Organization grievances.

The grievance will be prepared in writing and submitted to the PMO. The event(s) leading to the grievance will be discussed with the PMO at the time of the presentation of the grievance. An information copy of the grievance as received will be forwarded to the HRO. The PMO will provide a decision, in writing, within fifteen (15) calendar days, to the Labor Organization Chapter President.

If the Labor Organization is dissatisfied with the decision of the PMO an appeal will be forwarded to the Adjutant General within fifteen (15) calendar days. If TAG does not sustain the grievance, the reason(s) in writing will be provided to the Labor Organization within fifteen (15) calendar days.

SECTION 14. RIGHT TO INFORMATION:

Upon written request and subject to law, rule or regulation management will supply the Labor Organization with any investigation reports and/or documents used in the original action when denying a grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of section 15 below.

SECTION 15. ARBITRATION PROCEDURES:

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the labor organization or the employer may invoke the provisions of this section.
- c. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance(s), the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of arbitrability and when applicable, the subsequent question(s) on the merits of the case.
- d. The decision to invoke arbitration must be submitted to the other party within ten (10) workdays of the date of the final decision of the grievance.

SECTION 16. ARBITRATOR SELECTION:

When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and concurrently inform the other party of its intent. Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties may select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting / remaining party accomplishing the selection. If either party should refuse to participate in the hearing, an exparte hearing may be held.

NOTE: If the chosen arbitrator cannot hear the case within thirty (30) days the intent of this Section is to allow the parties to select from the remaining names on the list or request a list of

seven additional names.

SECTION 17. ARBITRATION EXPENSES:

Total expenses incurred for the arbitration will be shared equally by the employer and the Labor Organization.

SECTION 18. DATE AND LOCATION:

The arbitration hearing shall be held on a date and at a location mutually agreed upon by the parties.

SECTION 19. FLRA EXCEPTIONS:

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing of exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitration award is deposited in the U.S. mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final, binding and effective on the thirty first (31st) day.

SECTION 20. COMPLIANCE:

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.



GRIEVANCE FORM

1. DATE:

2. NAME

3. POSITION:

4. SHOP/OFFICE:

5. DUTY PHONE:

6. HOME ADDRESS:

6. HOME PHONE:

8. GRIEVANCE PRESENTED TO:

9. DATE OF INCIDENT:

10. CONTRACT / LAW / REGULATIONS ALLEGEDLY VIOLATED: (or others is required)

11. DETAILS OF GRIEVANCE (Attach separate sheet(s) if required. State in detail the incident or action on which this grievance is based providing name(s), date(s), location(s), witnesses as applicable.)

12. SPECIFIC RELIEF REQUESTED (Attach separate sheet(s) if required)

13. LABOR ORGANIZATION
REPRESENTING

Grievant Signature

14. LABOR ORGANIZATION NOT
REPRESENTING

Grievant Signature

Labor Organization use

15. GRIEVANCE STEP (Initial Step, date and attach previous decision)

Step 1 _____ Date _____ Step 2 _____ Date _____

Invoke Arbitration: Yes _____ Date _____ No _____ Date _____

16. REPRESENTATIVE(S) PRINTED NAME: (Labor Organization Official or Other)

17. RECORD OF RECEIPT (Management Official at each step – signature and date)

Step 1 _____ Date _____

Step 2 _____ Date _____

Invoke Arbitration _____ Date _____

ARTICLE 20

DETAILS

Section 20-1. Temporary Assignment: A detail is the temporary assignment of a technician to a different position for a specified period. Detailing to positions or work assignments requiring higher or different skills will be based on valid need as determined by appropriate authority and will be consonant with appropriate regulations, with the technician returning to his/her regular assignment at the conclusion of the detail.

Section 20-2. Manpower Shortages: The detail method may be used to meet agency needs occasioned by such factors as abnormal workload, changes in mission or organization, or unanticipated absences, pending authorization and classification of new positions or other types of manpower needs that cannot be met by normal personnel replacement actions.

Section 20-3. Temporary Promotion: An technician temporarily placed in a higher graded position for more than thirty (30) days will be temporarily promoted and paid commensurate with the position provided he/she is qualified for the higher grade. Temporary promotions of one hundred twenty (120) days or more will be based on competitive procedures.

Section 20-4. Rotation: The detail procedure will not become a device to afford some technician an undue opportunity to gain qualifying experience unless the detailed technician was selected through merit promotion procedures.

Section 20-5. Personnel Actions: All details will be reported on the appropriate forms and maintained as a record in the Official Personnel Folder. In turn, the technician will be provided a copy of the SF 50/52 effecting such detail.

Section 20-6. Additional Duties: Technicians must also be aware that from time to time, they may be required to perform duties other than those reflected as principle duties. Consequently, position descriptions contain a statement "performs other duties as assigned". These assignments

should be reasonably related to the technician's position and/or qualifications. However, a technician may be assigned to unrelated additional duties when this assignment is necessary to appropriately accomplish the mission. Distribution of additional duties will be made among technicians of a particular skill in an equitable manner as determined by the supervisor to cause the least disruption of work and the least interruption to the mission. In no case will additional duties be assigned a technician as punishment.

Section 20-7. Management will in their best judgment ensure the assignment of extra duties is done in a fair and equitable manner. Consideration shall be given to excusing a technician from an assigned extra duty if a qualified volunteer is available.

ARTICLE 21

Job Descriptions

Section 21-1. Job Description Change: Whenever formal action is initiated locally to significantly modify the job description of any position in the bargaining unit that could result in a grade change, the proposed changed job description will be submitted to the Labor Organization.

Section 21-2. Job Classification Complaints and Appeals: Any Employee in the bargaining unit who feels that he/she is performing duties outside the scope of their job description that may affect classification, may request, through the immediate supervisor, that the job description be reviewed. The Agency shall conduct an audit of the Employee's duties and responsibilities to determine the proper description. During the audit, the Agency's representative shall discuss the audit with the Employee and supervisor. Upon completion of the audit, the finding shall be discussed with the Employee. If a satisfactory solution to the Employee's complaint is not reached, the Employee may proceed as follows:

- a. If the duties and responsibilities outlined in the job description, are not correct in accordance with the position description, the Employee may file a grievance under the negotiated grievance procedures to have the position description corrected.
- b. If the position description is correct and the classification is not correct, the Employee may appeal the classification as follows:
- c. Wage Grade Technicians may appeal their grade through the agency or the Office of Personnel Management (OPM). If the agency's decision is not favorable, it may then be taken to OPM.
- d. General Schedule Technicians may appeal their grade through the agency or the Office of Personnel Management (OPM). If the agency's decision is not favorable, it may then be taken to OPM.

ARTICLE 22

Orientation of New Technicians

Section 22-1. All new Technicians shall be informed by the Agency that the Labor Organization is the exclusive representative of Technicians in the bargaining unit. Each new Employee shall receive a copy of this Agreement from the Agency, together with a list of the officers and representatives of the Labor Organization, provided this list is furnished by the Labor Organization.

Section 22-2. The Steward that represents a newly hired Employee shall meet with him/her within two (2) weeks of hire, to brief new Technicians on labor/management agreement during normal duty hours, normally not to exceed thirty (30) minutes.

ARTICLE 23

Incentive Awards

Section 23-1. The Labor Organization will be given an opportunity in planning the suggestion program, stimulating participation in apprising the Technicians of the State Incentive Awards Program.

Section 23-2. The State Incentive Awards Committee will, within its limits, assure prompt processing and just administrative appraisals of all suggestions submitted under the State Incentive Awards program. The State Incentive program will be administered in accordance with locally published supplement(s).

Section 23-3. All Incentive Awards shall be administered in a fair and equitable manner.

ARTICLE 24

Services and Facilities

Section 24-1. Bulletin Boards: The Labor Organization will be provided bulletin board space in all facilities and they will be specifically designated for Labor Organization use only. Labor Organization will post a list of elected Labor Organization Officials and work numbers in all work areas. Items placed on such bulletin boards will be kept in an orderly manner.

Section 24-2. Internal Distribution: The internal distribution mail system may be used by the Labor Organization under the following conditions:

- a. The utilization of the internal distribution system must not violate any law or regulation;
- b. Material to be distributed will be placed in an appropriate receptacle provided by the Labor Organization for that purpose.

Section 24-3. Break Areas: Break areas will be provided in facilities where space is available.

Section 24-4. Office Space:

1. The Labor Organization will be provided office space, for exclusive use by the Labor Organization, where it may keep files, where its Executive Council may meet during non-duty hours and where individual grievances can be heard during the normal workday. The size, location, and conditions of usage will be determined by mutual agreement. Furnishings presently in existing Labor Organization office shall continue to be made available for the use of the Labor Organization.
2. Other space will be made available, where practical, for larger meetings of the Labor Organization that may be attended by personnel not on duty. The Labor Organization normally will request use of this space three (3) days prior to expected date of usage.
3. At the option of the Labor Organization, commercial telephones maybe installed in the Labor Organization office and the Labor Organization President's place of work. All cost shall be borne by the Labor Organization.

Section 24-5. List: Agency agrees to furnish to the Labor Organization at least monthly, an up-to-date list of each Employee in the Unit reflecting name, position title and number, and official duty station at no cost to the Labor Organization.

Section 24-6. Policy: The Agency agrees to make available to the Labor Organization and Technicians OPM publications such as the Federal Personnel Manual (FPM), FPM Supplements, and Classification Standards. The Agency will provide the Labor Organization with one (1) copy of all current and future agency and activity policy directives, regulations, etc., relating to Labor Organization Technicians and their working environment and one (1) copy of all agency and/or activity instructions or reports appropriate to affecting the Labor-Management Relations Program. The Agency agrees to place the Labor Organization on distribution for all pertinent Employee Personnel Regulations and assure that additional policies and directives of the agencies (NGB and OPM) are made available during normal duty hours.

Section 24-7. Access to copy machines shall be made available to appropriate Labor Organization representatives when it does not interfere with normal operations. This provision does not include internal Labor Organization business.

Section 24-8. Communication: Telephone service will be provided by the Agency. The Labor Organization is responsible for its own long distance calls outside the state.

ARTICLE 25

Wage Surveys

Section 25-1. The Agency recognized the value of the contributions that can be made by it's Technicians in developing wage policies and in conducting wage surveys, and will continue to seek the benefits which accrue from keeping the Technicians informed on wage matters. Opportunity will be afforded the Labor Organization to make comments, suggestions, and recommendations pursuant to the development of wage policy.

Section 25-2. The Agency agrees to notify the Labor Organization after receipt of a notification of a pending wage survey from DOD.

Section 25-3. When requested to do so by the Area Wage Survey Committee, the Agency will notify the Labor Organization and the Labor Organization will nominate Labor Organization representatives to serve as data collectors of the Area Wage Survey Committee on the basis of their qualifications to assist in the collection of wage data. It is agreed that due consideration will be given to selecting bargaining unit members who have a job experience and who meet the necessary qualifications as data collectors, outlined in the National Guard Bureau instructions.

Section 25-4. In the event the Tennessee National Guard is not the Lead Agency, representatives of the Labor Organization shall, in any event, be afforded time to meet with and discuss overall survey concerns with personnel conducting the survey.

ARTICLE 26

Environmental Differential/Hazard Duty Pay

Section 26-1. The agency and Labor Organization should have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. Then the agency action does not overcome the unusually severe nature of the hazard, physical hardships, or working conditions, environmental differential/hazardous duty pay may be authorized.

Section 26-2. Premium and differential pay shall be paid in accordance with applicable Law, Rule, or Regulation and this agreement (i.e. – 5 CFR 532.511).

Section 26-3. Nothing in this section shall preclude technicians from submitting, through the LO representative or supervisor, work situations which could be considered by the EDP committee.

ARTICLE 27

PRINTING of CONTRACT

Section 27-1. The Employer shall bear the expense and make prompt distribution of copies of this Agreement, and any Amendments to this Agreement, to all technicians in the bargaining unit, and to any new employee thereto. In addition, fifty (50) copies shall be furnished to the Labor Organization. These copies will be furnished at no cost to the Labor Organization.

Section 27-2. The Employer and the Labor Organization shall agree to any art work on the cover of the contract prior to printing. The contract will be printed on the eight and one half (8 ½) by eleven (11) inch paper.

ARTICLE 28
PERFORMANCE STANDARDS AND EVALUATION

Section 28-1. RESPONSIBILITIES: The Agency and the Labor Organization recognize the vital nature of the performance appraisals/evaluation systems to the entire bargaining unit work force. The effectiveness of the performance/evaluation system is combined responsibility of each technician and their supervisor. Performance appraisals shall be related to the duties, as set forth in the position description and will be based on performance. Items of a disciplinary nature that do not relate to the technician's performance will not be addressed as part of the performance appraisal.

Section 28-2. APPRAISAL PERIOD:

- a. Technicians will be given a performance appraisal annually the month following the birth month.
- b. A minimum of 120 days supervision is required before an appraisal can be rendered.
- c. When a major change (a change in any critical element) to the performance plan occurs within 120 days before the anniversary date, the rating period may be extended to accommodate the 120-day requirement.
- d. An official performance appraisal will be issued when there is a change in the immediate supervisor or transferring to another position provided there are fewer than 120 days remaining in the appraisal period.

Section 28-3. RESPONSIBILITIES (SUPERVISORS): Will meet with each technician within 30 days of appointment to establish performance standards/critical elements. The performance standards will be developed from the position description for the position in question and will be based on the technician's normal duties and responsibilities. The technician will have the opportunity to provide input into the development of their performance standards/critical elements.

a. The supervisor retains the right to establish the performance standard for the position and will ensure the standards are written to the appropriate level of performance.

b. Will, as a minimum meet semi-annually with each bargaining unit technician to provide progress reviews. The purpose of the meeting is to exchange information concerning the performance of the technician as compared to the established performance standards since the time of the preceding review meeting. Additional questions that may arise relating to the performance appraisal system may be raised by the technician at any time. All progress review sessions will be recorded on the technician's NGB Form 904-1/Supervisors brief. The technician will initial or sign where applicable to indicate that he/she is aware that the entry was made.

c. A technician who has had a change of duties due to an injury on the job and covered by Workman's compensation in excess of thirty (30) days will have performance standards developed and documented on the technicians NGB Form 904-1/Supervisors Brief. A performance appraisal will only be initiated when the technician has been assigned these duties in excess of 120 days.

Section 28-4 RESPONSIBILITIES (TECHNICIANS): Will participate in and provide input in the development of performance standards and critical elements for their position.

a. Will advise their supervisor when there is a need to revise the performance standards and critical elements at any time during the appraisal period.

b. May request to meet with their supervisor during the rating period to review their performance as compared to the established standards.

Section 28-5. PROCEDURE:

a. The supervisor and technician will sign and date HRO Form 430-1 at the conclusion of the appraisal. Critical elements will be identified on the appraisal form.

b. Any job element rated unsuccessful will require prior documentation to justify the rating. Unacceptable Performance for any critical job element requires remedial action and denial of a within grade increase. It may be the basis for removal, reassignment or reduction in grade level of the technician.

c. The supervisor will complete the Performance Standard Form (HRO Form 430-1) for the new rating period. The supervisor and technician will review the completed performance standards that will cover the rating period if changed. The Supervisor will give a copy of the completed Appraisal Form and the new Performance Standards to the technician.

Section 28-6. APPEALS: The appeal process will be IAW TPR 430.

Section 28-7. APPRAISAL OF LO OFFICIALS: The time spent away from the assigned job by labor organization representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal should be based only on the performance of their officially assigned work.

Section 28-8. PERFORMANCE IMPROVEMENT PLAN (PIP): The Performance Improvement Plan will be implemented by the supervisor when it becomes apparent that the technician is performing their duties in an "unacceptable" manner in one (1) or more critical elements of the Performance Standards. The supervisor should not wait until the end of the appraisal period to make the determination that the technician's performance is Unacceptable.

a. The supervisor is responsible to provide an opportunity for the technician to improve the substandard performance by establishing a formal PIP. The PIP serves to notify a technician of the need to improve performance, to identify specific performance deficiencies, and to identify what must be done to improve performance.

b. The supervisor will develop a PIP for Unacceptable performance that addresses especially the deficiencies of the technician. The PIP will outline the methods, if appropriate, and the subject area element needing improvement. Technicians will be assisted in improving

areas of unacceptable performance by proactive counseling and increased supervisory assistance, additional training, etc.. The PIP will not run less than 30 working days and will normally not exceed 90 working days.

c. The technician (and his/her representative, if representation has been requested by the technician) will be advised that the technician may be reassigned, reduced in grade or removed from employment. Before initiating a reduction in grade or removing a technician for unacceptable performance, consideration may be given to reassignment to another position for which the technician is qualified.

d. When the PIP is issued, consideration should also be given to advising the technician of the Technician Assistance Program (TAP).

e. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing and the technician has been given a copy of those standards, and the technician has been given an opportunity to improve their performance.

f. Upon the completion of the PIP, the supervisor shall inform the technician of either sufficient improvement or failure to improve to the Fully Successful level. Should a determination be made to reduce in grade or remove from employment following the formal PIP, a technician is entitled to:

(1) A minimum 30 day advance written notice of the action to be taken (reduction in grade or removal), which identifies the critical job element(s) and documented instances of unacceptable performance on which the action is based. This is not a proposed notice, but is to be considered as the final notice of action to be taken because the technician would have previously been given adequate assistance and time to improve performance.

(2) If a technician submits a request to their supervisor to change an unacceptable performance appraisal, the supervisor will carefully review this information and advise the

technician in writing whether the unacceptable performance appraisal was sustained or will be changed. The technician has the right to grieve the unacceptable performance appraisal.

Section 28-9. TRIAL/PROBATIONARY PERIODS: The first year of employment constitutes the trail period. New technicians should be carefully observed and appraised during the trial/probationary period to determine whether they have the qualities needed for permanent government service. During this period, supervisors should provide specific training and assistance to improve the technician's work performance if needed. For retention beyond the trail/probationary period, the technician's work performance must be minimally at the Fully Successful level.

a. If retention is not recommended, supporting documentation will be forwarded to the HRO, who will then take the appropriate action to remove the technician from Federal Service. Initiation of a removal action may be taken at any time during the trial/probationary period.

b. A technician serving a trial/probationary period is not to be given an official performance appraisal until after completing the required 12 months of Federal Service. After completing the 12 months of service, he/she will be given an official performance rating in accordance with the established rating period.

ARTICLE 29

Tools and Equipment

The Agency agrees to provide tools and equipment necessary for the accomplishment of individual shops and facilities missions and duties, as provided by current authorization documents with input from the Labor Organization.

ARTICLE 30

HOURS OF WORK AND TOURS OF DUTY

Section 30-1. Reference FPMS 990-2, Appendix B. (Flex tour)

Section 30-2. Authorized Workweek Schedules. The following schedules denote current workweeks, as approved by The Adjutant General of Tennessee. The Adjutant General retains the unfettered discretion to change or modify these basic workweeks for Technicians to include the possibility of an alternate work schedule for future use. The Agency recognizes his responsibility to conduct impact and implementation bargaining, as prescribed by law, with respect to changes in the work schedule. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Agency's reasonable control or ability to anticipate and is in accordance with 5 CFR 610.121 (a) (1) is excluded from the seven (7) day notice requirement.

Section 30-3. Management agrees to provide a flex tour to better accomplish the unit's mission within the following guidelines:

- a. The parties have established tours of duty:
 1. Flexible time band from 0600-1800
 2. Core time 0930-1430 hours (includes meal period)
- b. Work unit pre-selects arrival time with fixed schedule until next bi-weekly pay period.
- c. If the Employee chooses to remain on the same flex schedule as the previous pay period, no notification needs to be given.
- d. Flexible work deviation: At the request of the Employee made at least one day in advance, management may approve an adjusted arrival time for the Employee.
- e. Time off during a Employee's basic work requirement must be charged to the appropriate leave category.

Section 30-4. Management will consider requests from units and organizations for flexible work schedules during daylight savings time.

Section 30-5. When an Employee has three consecutive non-workdays off and a holiday falls on one of these non-workdays, the following rules shall apply in designating the workday as the "in lieu of holiday" when the holiday falls on the Employee's first or second non-workday, the preceding workday shall be designated as the "in lieu of holiday", and when the holiday falls on the third non-workday, the next workday shall be designated as the "in lieu of holiday".

Section 30-6 Cleanup time: The Agency will allow a reasonable amount of time for Technicians to cleanup immediate work areas, put away equipment and personal clean-up. The time span will normally not exceed 15 minutes.

ARTICLE 31

Impact and Implementation (I&I) Bargaining

Section 31-1. Purpose: Prior to implementation of an event that could adversely effect the working condition of one or more members of the bargaining unit, management will negotiate with the Labor Organization (I&I) regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

Section 31-2. Appropriate Matters for I&I Bargaining: Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to personnel policies, practice, and matters, which affect working conditions.

Section 31-3. Changes Affecting Working Conditions: Management agrees to a personal exchange between the Agency and a Labor Organization official, copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the LO desires formal discussion concerning the contents, management should be contacted within ten (10) working days after receipt, to establish a meeting time/place to discuss the matter.

Section 31-4. Meetings:

1. Upon notification by the LO, management agrees to meet and confer within five (5) workdays or as agreed by mutual consent.
2. The Agency and the LO agree to render decisions on issues not resolved at the meetings, unless it is within ten (10) working days mutually agreed otherwise.

ARTICLE 32

Duration and Changes to Agreement

Section 32-1. Effective Date: The effective date of this agreement shall be execution by the parties and approval by the Agency. Both dates will be made part of the agreement prior to distribution.

Section 32-2. Agency Approval:

1. The Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
2. If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Agency and the Labor Organization subject to the provisions of applicable law, rule or regulation.
3. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement will take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

Section 32-3. Agreement Duration: This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under provision of PL 95-454, section 7114, (c) (3) whichever is applicable.

Section 32-4. Agreement Precedence: Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate as well as those that postdate this agreement. This Agreement supersedes all past agreements and practices between the LO and the Agency.

Section 32-5. Agreement Amendments/Supplements:

1. This agreement may be subject to amendments or supplements during the agreement lifetime.
2. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change.
3. Representatives of the Agency and the Labor Organization will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary provided for in paragraph 5b of this article will be considered.
4. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in section 2 of this article.

Section 32-6. Negotiating A New Agreement:

1. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days or later than ninety (90) calendar days prior to the termination of this agreement.
2. In the event either party fails to request negotiations for a new agreement within the established time frame, this agreement will automatically extend for a period of one (1) year.
3. The provision provided for in section (b) shall continue in effect until such time as the terms of section 6 (a) are executed.
4. Thirty (30) days prior to the start of negotiations of a new agreement, representatives of the Agency and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

ARTICLE 33

Travel

Section 33-1. TDY shall be performed in the status preferred by Management subject to budgetary constraints unless otherwise authorized or directed by higher authority, or dictated by mission requirements or special projects in accordance with Volume II of Joint Travel Regulations.

Section 33-2. Travel will be scheduled in a fair and equitable manner to meet the needs of the Agency. Technicians will receive their travel orders in sufficient time where practical to ensure that the necessary arrangements for obtaining transportation requests may be accomplished in a duty status during working hours prior to departure. Technicians selected to accomplish the mission on TDY will be selected so as to effectively accomplish the mission.

Section 33-3. Time spent traveling (but not other time in travel status) away from an Employee's official duty station is "hours worked" when it cuts across the Employee's workday. The time is not only "hours worked" on regular workdays during normal work hours, but also during the corresponding hours on non-workdays.

Section 33-4. Transportation of TDY personnel will be in accordance with DoD JTR's and in conjunction with NGB and the Adjutant General policies.

Section 33-5. A Employee selected for assignment-involving travel may request that he/she be excused and such request may be favorably acted upon provided other qualified Technicians, as determined by the Agency, are available for the assignment.

Section 33-6. All TDY travel will be performed in accordance with the provisions of JTR. Per diem and travel rates will be paid IAW JTR.

Section 33-7. The government sponsored travel card should be used by all full-time personnel to pay for all costs incidental to official business travel.

a. All full time support personnel who are likely to perform TDY are eligible to apply for the travel charge card.

b. Personnel designated as having financial difficulty, maybe be issued a limited charge card.

c. ATM cash withdrawals are authorized for an amount necessary to cover the meals and incidental expense portion of per diem.

d. Technicians should be advised that utilization of Government credit cards is routinely monitored and charges are scrutinized. Appropriate disciplinary action will be applied for willful misuse.

e. Card abuse can result in reduction of ATM withdrawal limits, revocation of ATM privileges, suspension of card privileges, or cancellation of the travel charge card.

f. An automated list of per diem will be published semi-annually.

Section 33-8. Technicians in TDY travel status may use the government telephone system for calls (including calls over commercial systems), which will be paid for by the government as follows:

a. To notify family, doctor, etc., when an Employee is injured on the job.

b. A Employee traveling on government business is delayed due to official business or transportation delay, and calls to notify family of a schedule change.

c. A Employee traveling for more than one (1) night on government business can make calls to their residence. Commercial calls will be limited to two (2) per week with a duration not to exceed three (3) minutes. When available, the Employee will use DSN lines.

ARTICLE 34

Safety and Health

Section 34-1. The Agency and Labor Organization agree to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of Technicians. Rules, laws, and regulations relating to safety shall be available to all Technicians and departments and shall be adhered to.

Section 34-2. The Labor Organization shall have one representative on the Safety Council.

Section 34-3. The Labor Organization will cooperate in efforts to promote safety and health, and will encourage Technicians to work safely and report any observed unsafe or unhealthy condition to the appropriate responsible individual within whose authority corrective action has been delegated.

Section 34-4. The Agency, subject to availability of funds, will provide suitable protective clothing and safety equipment for Technicians such as extreme cold weather gear, Goretex jackets, pants, gloves, extreme cold weather underwear, and safety boots whenever such is authorized by regulation. Technicians working in hazardous area shall be provided with proper protective equipment and safety devices as determined to be necessary by the appropriate regulations. The Labor Organization agrees that Technicians will be required to utilize proper equipment and safety devices as determined to be necessary by the appropriate regulations. The Labor Organization agrees that Technicians will be required to utilize proper protective clothing, devices, or safety equipment where such has been provided by the Agency. The parties agree that certain tasks performed may involve varying degree of hazard. The types of Technicians normally assigned to perform hazardous tasks should be those who have received appropriate briefings, instructions, training or schooling pertinent to the hazardous task to be performed. The Agency shall determine the appropriate safety and health training for Technicians. The methods

and means of performing hazardous tasks shall be those that incorporate all immediately available safety precautions and devices.

Section 34-5. The Labor Organization agrees that Technicians are required to immediately report all injuries which occur, no matter how slight, to the immediate supervisor. The Agency agrees to process and promptly forward documentation required of the Agency when an Employee sustains an on-the-job injury and elects to file a claim. The Agency agrees to consult with the injured Employee and inform the Employee of their rights.

Section 34-6. The Agency agrees to provide transportation for Technicians to obtain traumatic medical care, or to his/her home for Technicians who become ill or injured on the job and are incapacitated.

Section 34-7. The Agency shall provide basic first-aid training to a limited number of Technicians who may be used on a voluntary basis to augment and assist medical Technicians during periods of temporary absence and emergencies.

Section 34-8. The Agency shall provide a first aid kit in all activities.

Section 34-9. (a) It is agreed that when the work site temperature reaches ninety-five (95) degrees Fahrenheit/thirty-six point five (36.5) degrees Celsius, with average or above humidity rates, the Agency will allow persons affected rest periods necessary to prevent heat exhaustion. This will be permitted as often as necessary to protect the health and well being of the Employee(s). In the event of severe cold weather, uncommon to the locale, like provisions will apply for severe cold weather.

(b) The Agency agrees to provide adequate light and ventilation in work areas. The Parties agree that decisions regarding the adequacy of light, ventilation and space in any questionable work area will be made after taking into consideration the findings of the Safety Officer and availability of funds.

(c) Agency agrees to furnish extra set of coveralls to Technicians involved with hazardous material; contract laundry services furnished.

Section 34-10. BU Technicians will not be required to work more than fifty consecutive minutes at a computer terminal.

Section 34-11. A representative from the Bargaining Unit will be permitted to accompany a Safety and Occupational Health Team during the inspection and meetings of their unit/facility. A copy of the inspection team's findings and recommendations will be forwarded to the Labor Organization upon request.

Section 34-12. Smoking will be permitted only in designated areas. The Agency and LO agree that the existing smoking policy is required to ensure that Technicians are not exposed to harmful effects of another individuals smoking habit. The Agency will ensure that the smoking policy has been implemented throughout the Technicians workforce. Changes in the existing smoking policy is subject to Article 31 (Impact and Implementation). The smoking policy will be posted on all official bulletin boards. The parties shall jointly identify existing outdoor areas where Technicians may smoke, and is reasonably accessible to Technicians work sites. The Agency agrees to pursue a means of providing an area protected from the elements subject to availability of appropriate funds.

